

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: **City Manager** – Approve Supplemental Lease Agreement with the Federal Aviation Administration (FAA) to add approximately 5350 square feet of space to the existing Air Traffic Control Tower Lease at Zamperini Field/Torrance Municipal Airport.

RECOMMENDATION

Recommendation of the Land Management Team that the City Council authorize the Mayor to Execute and the City Clerk to Attest to a Supplemental Lease Agreement by and between the City of Torrance and the Federal Aviation Administration for Lease number DTFAWP-07-L-00011 to include an adjacent parking area to the FAA tower Lease at 3115 Airport Drive.

FUNDING

None required for this action.

BACKGROUND/ANALYSIS

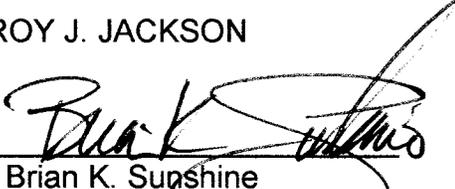
The Federal Aviation Administration (FAA) provides a valuable service to the citizens of Torrance through air traffic control services provided at Torrance Municipal Airport – Zamperini Field. The Lease for the control tower was approved by the City Council on May 8, 2007. Subsequent to the approval, the FAA contacted the City about including the parking area adjacent to the Control Tower in their Lease so that they may secure the area for their employees. The events of September 11, 2001 have made the FAA review the security of their facilities; this has led to their request to construct a fence around the parking area with secured access. The construction and maintenance of the fence and gate system will be the sole cost of the FAA. The parking area has been used exclusively by the FAA; however, it has not been included in the Lease. In order for the FAA to do the requested improvements, the area needs to be within their Leasehold.

The FAA fence and driveway access will be behind the proposed new entry gate system, staff is working with the FAA to assist with delivery access and mail to the facility once the City's system is in place.

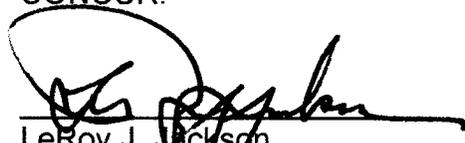
Rent for this lease is \$15,688.00 annually or \$1,307.33 per month, there is no proposed change in terms other than the inclusion of the parking area for the FAA to secure.

Respectfully submitted,

LeROY J. JACKSON

By: 
Brian K. Sunshine
Land Management Team, Chair

CONCUR:


LeRoy J. Jackson
City Manager

Attachments:

- A. Supplemental Lease Agreement
- B. FAA Lease for Real Property

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 001	DATE TO LEASE NO. DTFAWP-07-L-00011
ADDRESS OF PREMISES 25311 Aero Way, Torrance, California 90505		
THIS AGREEMENT, made and entered into this date by and between City of Torrance, 3031 Torrance Blvd., Torrance, California 90503 whose address is hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows: Paragraph 2 is deleted and amended as follows		
<ol style="list-style-type: none"> 2. DESCRIPTION (10/96) – The Lessor hereby leases to the GOVERNMENT the following described premises: Approximately 2,380 square feet of space in the Air Traffic Control Tower Municipal Airport, 3115 Airport Drive, Torrance, California 90505. Legal description to be included as attached Exhibit 1 allowing the Government to install a wrought iron security fence around the perimeter of the tower. <p>And paragraphs 9-13 are added as follows:</p> <ol style="list-style-type: none"> 9. HAZARDOUS SUBSTANCE CONTAMINATION (05/00) The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the security fence. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the security fence. 10. Wrought iron security fence will be constructed and maintained at the sole cost of the FAA 11. Wrought iron security fence will be constructed with materials approved by the Lessor. 12. Lessor will remove and will not replace the trees on the exterior side of the proposed wrought iron perimeter fence that are within the 20-foot clear zone area, per letter from the City of Torrance, dated October 29, 2007. 13. Lessor will ensure that the 20-foot clear zone on the exterior side of the proposed wrought iron perimeter fence will remain clear of all obstructions that would allow unauthorized climbing or gain access over the FAA's perimeter fence (such as trees, large shrubs, small buildings/structures, etc.) <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p><i>Important:</i> Lessor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return <u>3</u> copies to the issuing office. Return receipt requested.</p>		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date. LESSOR:		
BY _____ (Signature) _____ (Title)		
IN THE PRESENCE OF (witnessed by:) _____ (Signature) _____ (Address)		
UNITED STATES OF AMERICA		
BY _____ Contracting Officer (Signature) _____ (Official Title)		

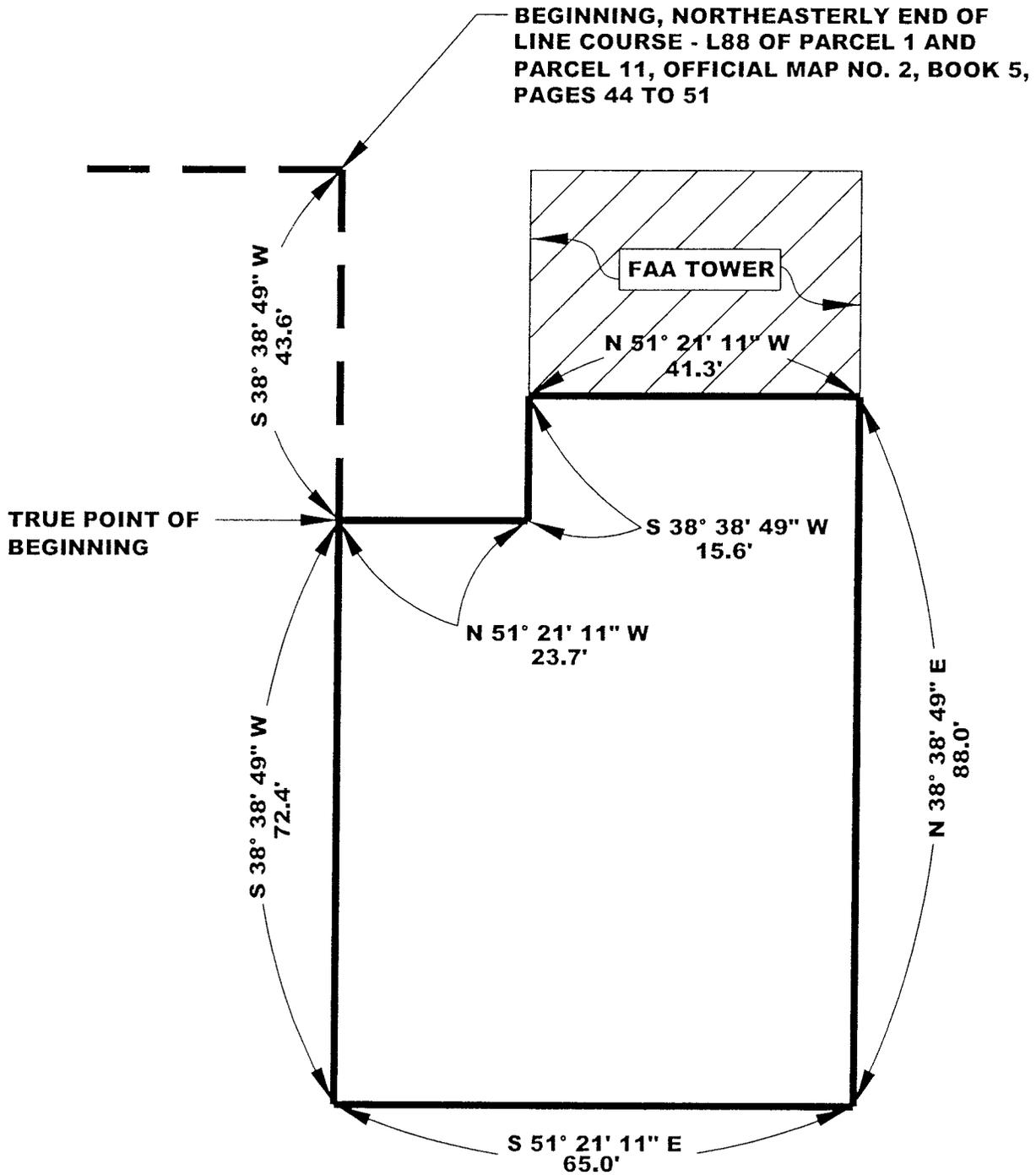
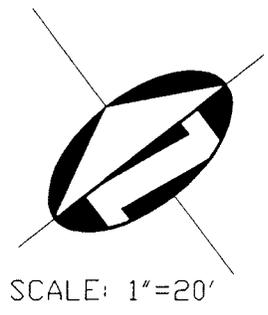
Description of parking lot near FAA tower, Zamperini Field Torrance

A portion of parcel 1 and parcel 11, Official Map No. 2 as filed in book 5, pages 44-51, inclusive, in the City of Torrance, County of Los Angeles, State of California more particularly described as:

Beginning at the northeasterly end of line-course L88 as shown on said Official Map, thence south $38^{\circ} 38' 49''$ west along said line-course L88 43.6 feet to the true point of beginning, thence south westerly along said line-course L88 and its prolongation 72.4 feet, thence south $51^{\circ} 21' 11''$ east 65 feet, thence north $38^{\circ} 38' 49''$ east 88 feet, thence north $51^{\circ} 21' 11''$ west 41.3 feet, thence south $38^{\circ} 38' 49''$ west 15.6 feet, thence north $51^{\circ} 21' 11''$ west 23.7 feet to the true point of beginning.

X:/eng/bbornemann/airporthtowerparkinglegal

TOWER PARKING AREA



**PERIMETER= 306.0 L.F.
AREA= 5,350.28 S.F.**

Attachment B



**Federal Aviation
Administration**

Logistics Division
Property Management Branch,
AWP-54B.9
15000 Aviation Boulevard
Hawthorne, CA 90250

(310) 725-7580
Fax: (310) 725-6840
cheryl.m.thompson@faa.gov

Facsimile

To: Brian Sunshine

Phone: 310 618-5887

Fax: 310 618-5891

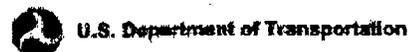
From: Cheryl M. Thompson

Title: Contracting Officer

Date: March 27, 2008

of Pages
w/cover: 3

Message:





U.S. Department
of Transportation
**Federal Aviation
Administration**

Western-Pacific Region
Logistics Division

P. O. Box 92007
Los Angeles, CA 90009-2007

March 26, 2008

VIA FACSIMILE 310 618-5891

City of Torrance
Assistant City Manager
Attn.: Mr. Brian Sunshine
3031 Torrance Blvd.
Torrance, California 90503

Re: DTFAWP-07-L-00011
Torrance ATCT Fence Project

Dear Mr. Sunshine:

Enclosed for your review and approval is Supplement Lease Agreement Number 1 for the Torrance Air Traffic Control Tower with your requested changes.

Another issue that surfaced involves the location where the facility mailbox is to be located. Since the City of Torrance has made a determination that the FAA will not be allowed to control access of its own visitors to the Torrance ATCT through the airport vehicle gate, we're requesting verification from the City of Torrance as to how U.S. Postal Service and/or FEDEX/UPS delivery personnel are to gain access through the Airport vehicle gate to make mail deliveries to the tower. If the FAA installs a mailbox on the exterior side of the proposed perimeter fence on the east side, will the U.S. Postal Service, FEDEX, UPS delivery personnel need to go to the Torrance General Aviation Center to get access through the Airport vehicle gate every time they make a mail delivery? If the City of Torrance does not allow the aforementioned mail delivery services to gain access through the proposed Airport vehicle gate, an FAA mailbox will need to be installed somewhere on the Airport property so that mail deliveries can be made to the tower. Last, in situations where "certified" or "registered" mail is delivered that requires a signature by someone in the tower, will tower employees have to go to the General Aviation Center to sign for such package deliveries?

Brian, if you could provide a solution for these issues it would be greatly appreciated. Thank you and I look forward to hearing from you soon.

Sincerely,

Cheryl M. Thompson, Contracting Officer
Property Management, AWP-53B
(310) 725-7580

Enclosure

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 001	DATE
TO LEASE NO. DTFAWP-07-L-00011		
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And paragraph 9 is added as follows:		
9. HAZARDOUS SUBSTANCE CONTAMINATION (05/00) The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the security fence. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the security fence.		
10. Wrought iron security fence will be constructed and maintained at the sole cost of the FAA 11. Wrought iron security fence will be constructed with materials approved by the Lessor. 12. Lessor will remove the trees on the exterior side of the proposed wrought iron perimeter fence that are within the 20-foot clear zone area, per letter from the City of Torrance, dated October 29, 2007. 13. Lessor will maintain the 20-foot clear zone on the exterior side of the proposed wrought iron perimeter fence and ensure that area remain clear of all obstructions.		
All other terms and conditions of the lease shall remain in force and effect.		
<i>Important:</i> Lessor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return <u>3</u> copies to the issuing office. Return receipt requested.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR:		
BY _____ (Signature) _____ (Title)		
IN THE PRESENCE OF (witnessed by:)		
_____ (Signature) _____ (Address)		
UNITED STATES OF AMERICA		
BY _____ Contracting Officer _____ (Official Title)		

FAA Template No. 77 (2/01)

FEDERAL AVIATION ADMINISTRATION
LEASE FOR REAL PROPERTY

LEASE NUMBER
DTFAWP-07-L-00011
Date of Lease: 05-08-07

1. **THIS LEASE (9/98)**, entered into by and between CITY OF TORRANCE whose interest in the property hereinafter described is that of OWNER hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. **DESCRIPTION (10/96)** - The Lessor hereby leases to the GOVERNMENT the following described premises: **Approximately 2,380 square feet of space in the Air Traffic Control Tower Municipal Airport, 3115 Airport Drive, Torrance, California 90505**

3. **TERM (1/01)** - To have and to hold, for the term commencing on October 1, 2006 and continuing through September 30, 2011 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

This lease succeeds lease number DTFA08-01-L-20809, which expires on September 30, 2006.

4. **CANCELLATION (8/02)** - The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after October 1, 2006 by giving at least 180 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. **RENTAL (10/96)** - Rent in the amount of **\$15,688.00 per year (\$1,307.35 per month)** shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a 30 days shall be prorated. Checks will be made payable to: CITY OF TORRANCE, 3031 Torrance Blvd., Torrance, California 90503

6. **SERVICES AND UTILITIES** (To be provided by Lessor as part of rent. Services shall be Building Standard, unless level of service is prescribed elsewhere in the lease.) (10/96)

Services, utilities, and maintenance will be provided daily, extending from 7 a.m. to 8 p.m. except Saturday, Sunday, and Federal holidays. Services supplied to technical equipment shall be supplied 24 hours a day, and seven days a week. The GOVERNMENT shall have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and GOVERNMENT office machines without additional payment.

- HEAT ONLY _____ DEG
- ELECTRICITY
- SPECIAL POWER - NOTED BELOW
- WATER (hot & cold)
- SNOW REMOVAL
- TRASH REMOVAL

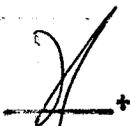
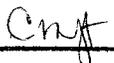
INITIALS: [Signature] + [Signature] 1
L E S S O R G O V E R N M E N T

- HVAC – 65-80 DEG. F (See Attachment A)
- DAILY TOILET SUPPLIES & CLEANING
- DAILY JANITORIAL SERV. & SUPPLIES
- GROUND MAINTENANCE
- WINDOW WASHING – Frequency Tower cab-monthly all other areas annually
- CARPET REPLACEMENT – **UPON RENEWAL Per Attachment A, A8 of DTFA08-01-L-20809**
- INITIAL & REPLACEMENT LAMPS, TUBES, & BALLASTS
- PAINTING – **UPON RENEWAL Per Attachment A, A2 of DTFA08-01-L-2080**
Frequency as needed for Public Areas
- OTHER (SPECIFY) Please see Attachment A

7. **GENERAL CLAUSES:**

- A. **INSPECTION (10/96)** - The GOVERNMENT reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the GOVERNMENT tenants and the Lessor's performance under this lease. The GOVERNMENT shall have the right to perform sampling of suspected hazardous conditions.
- B. **DAMAGE BY FIRE OR OTHER CASUALTY (10/96)** - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.
- C. **MAINTENANCE OF THE PREMISES (10/96)** - The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.
- D. **FAILURE IN PERFORMANCE (10/96)** - In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute default by the GOVERNMENT on this lease.
- E. **DEFAULT BY LESSOR (10/96)** - (1) Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the GOVERNMENT with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time. (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Real Estate Contracting Officer, following Lessor's receipt of written notice thereof from the Real Estate Contracting Officer. (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.
- (2) If default occurs, the GOVERNMENT may, by written notice to the Lessor, terminate the lease in whole or in part.
- F. **COMPLIANCE WITH APPLICABLE LAWS (10/96)** - The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or

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 LESSOR GOVERNMENT

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only after its administrative remedies have been exhausted.

- (b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer (RECO).
- (c) Protests shall be in writing and shall be filed at:
- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or
 - (2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).
- (d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:
- (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
 - (ii) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

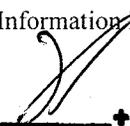
The full text of the Contract Protest clause is incorporated by reference. The full text can be found via Internet at [Protest Full Clause](#).

- P. EXAMINATION OF RECORDS (8/02) - The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until 3 years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.
- Q. ELECTRONIC FUNDS TRANSFER (EFT) (11/97)– Payments by the GOVERNMENT under this contract will be made by electronic funds transfer (EFT). At the option of the GOVERNMENT payments may be made by check or other means. When payment is made by EFT, the GOVERNMENT may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The GOVERNMENT is not required to make any payment under this contract until after receipt, by the Real Estate Contracting Officer of the correct EFT payment information. However, in the event the Lessor certifies in writing to the Real Estate Contracting Officer that the Lessor does not have an account with a financial institution or an authorized payment agent, payment may be made by other than EFT.

Prior to the first payment under this contract, the Lessor shall provide the information required to make contract to Lease by EFT, directly to the GOVERNMENT payment office named in this contract. A single bank or financial agent must be designated; capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the Lessor shall be responsible for providing the changed information to the designated payment office. The Lessor shall pay all fees and charges for receipt and processing of EFTs.

The GOVERNMENT will make payments by EFT through an Automated Clearinghouse (ACH) however; the Federal Reserve Wire Transfer System may be used at the GOVERNMENT'S option. The attached form "Vendor/Miscellaneous Payment Information Form" must have the

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LESSOR GOVERNMENT

request] or a version of the following building codes which has been determined by the Interagency Committee on Seismic Safety in Construction (ICSSC) to meet the NEHRP recommendations: 1) International Conference of Building Officials (ICBO) Uniform Building Code, 2) Building Officials and Code Administrators International (BOCA) National Building Code or 3) Southern Building Code Congress (SBCC) Standard Building Code. The structural engineer certification shall be in the format of the enclosed CERTIFICATION OF SEISMIC. When a code equivalency study is required it shall be attached to the structural engineer's certification.

During the design and development stages of construction, all design and engineering documents, including structural engineering calculations, shall be made available within twenty-four hours, after a verbal request from GOVERNMENT personnel to review said documents, or in another time frame agreed to in writing by the Real Estate Contracting Officer.

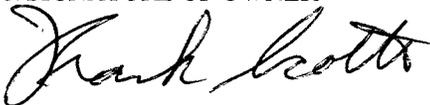
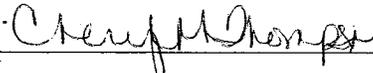
The sole purpose of this clause is to certify that the end product of this contract meets the seismic standards of the Department of Transportation. This clause does not in any way change the requirements of the statement of work, which may require seismic standards higher than those required by this clause.

In the event the building with a certification of seismic compliance is occupied by the GOVERNMENT and is later determined to not meet the standard indicated on the form "Certification of Seismic Compliance Form", the GOVERNMENT at its discretion may require the Lessor to meet the agreed upon standard or may terminate this lease upon giving written notice, with no cost accruing to the GOVERNMENT, not withstanding any other agreements contained in this lease.

8. ATTACHMENTS (8/02) -

- See herein attached - Attachment A, General building Requirements and Specifications
- Attachment B, FAA Agreement for Operation of Airport Traffic Control Tower by the FAA

IN WITNESS WHEREOF, the parties hereto have signed their names:

<p>9a. NAME AND TITLE OF OWNER (Type or Print)</p> <p>City of Torrance FRANK SCOTTO, City Mayor</p>	<p>9b. SIGNATURE OF OWNER</p> 	<p>9c. DATE</p> <p>05-10-2007 (10/96)</p>
<p>THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.</p>		
<p>10a. NAME OF REAL ESTATE CONTRACTING OFFICER (Type or Print)</p> <p>Cheryl M. Thompson</p>	<p>10b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER</p> 	<p>10c. DATE</p> <p>SEP 17 2007 (10/96)</p>

the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Real Estate Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement. With any construction work, lessor would be required to comply with the OSHA regulations for Asbestos and relevant FAA orders.

(b) The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the GOVERNMENT, to take whatever corrective action as might be required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are to have an asbestos building survey conducted by a qualified inspector including a visual examination and bulk sampling. All ACM survey reports are to be made available to the Real Estate Contracting Officer.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the FAA or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the FAA in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

IV. SECTION D – MISCELLANEOUS

D1-Adjustment For Vacant Premises (10/96)

If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows: The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Government gives 30 days prior notice to the Lessor, and shall continue in effect until the Government occupies the premises or the lease expires or is terminated.

D3 - Contracting Officer's Representative (10/96)

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LESSOR GOVERNMENT

The Lessor shall address all questions concerning this lease to Cheryl M. Thompson who has been appointed the Contracting Officer's Representative for the administration of this lease, as written.

D4-Month to Month Extension (8/02)

The Government shall continue to occupy the premises for not to exceed 180 days after the end of the occupancy period covered by the basic lease term and any options that have been exercised. In such event, the rent shall accrue on a daily basis at the rate equal to one-thirtieth of the monthly rent of the last previously due monthly rent, until one of the following events occurs: (1) the 180 day period expires; (2) a new lease commences, (3) the Government acquires a fee simple interest in the property or (4) the Government vacates the leased premises; whichever occurs first. The accrued rent computed on a daily basis shall be due and payable in arrears at the end of each month until the amount accrued by the end of the month has been fully paid.

D5 - Display Advertising (10/96)

If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the Real Estate Contracting Officer.

D6 - Erection of Signs (10/96)

The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the Lease.

D7 - Hold Harmless (10/96)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

D8 - If Minimum Not Delivered (10/96)

If delivered space contains less than the minimum square footage, the Government may cancel the lease. If such cancellation occurs, the Government may exercise its legal rights including charging the Lessor and its surety the increased cost of providing replacement space.

D9-Installation Of Antennas, Cables And Other Appurtenances (10/96)

The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government.

D11 - Janitorial Services (10/96)

The Lessor shall maintain the leased premises, including outside areas in a clean condition and shall provide supplies and equipment. Schedule * attached hereto and made a part hereof describes the level of and frequency of the services to be provided.

D12 - Measurement For Payment (10/96)

INITIALS:  +  6
LESSOR GOVERNMENT

The space will be mutually measured upon delivery. Payment will be made on the basis of actual measurement; however, payment will not be made for delivered space, which is in excess of the maximum square footage solicited.

D13 - Non-Restoration (10/96)

The FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

D14 – Occupancy Permit (8/02) - The premises offered shall have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Offeror shall complete and provide a certified copy of “FAA Safety & Environmental Checklist” form, in lieu of an occupancy permit, at the contracting officer’s discretion. The leased premises, all accesses to the leased premises, building operations, equipment, services, or utilities furnished by the Lessor, and activities of other occupants, shall be free of safety, health, and fire hazards. When such hazards are detected, they must be promptly corrected at the Lessor's expense.

D20-Unauthorized Negotiating (10/96)

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with other than the real estate contracting officer or his designee.

D21-Wiring For Telephones (10/96)

The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government.

V. SECTION E – SECURITY REQUIREMENTS (Revised 04/2003)

E1 – Facility Security

E1a - Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this solicitation. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement:

(List security requirements)

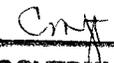
Contact your local Servicing Security Element (SSE) or if located in HQ, contact ASI.

The local SSE will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed within the leased premises and covered under this lease.

E1b - Government-Issued Keys, Identification Badges, Access Control Cards and Vehicle Decals

(1) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to the Lessor or to individual(s) employed or hired by the lessor to perform services. Immediately upon completion or termination of the lease, the Lessor shall return all such

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LESSOR GOVERNMENT

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E3c - The contractor shall develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, will address:

- (1) steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (2) procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (3) procedures for protecting against co-mingling of information with general contractor data systems/files;
- (4) procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (5) procedures for the reproduction of;
- (6) procedures for reporting unauthorized access; and
- (7) procedures for the destruction and/or sanitization of such material.

VI. SECTION E - SPECIAL REQUIREMENTS (if applicable)

VII. CERTIFICATION FORMS (8/02) -

See attached forms:

- a. Certification of Seismic Compliance
- b. FAA Safety and Environmental Certification Checklist
- c. Vendor/Miscellaneous Payment Information Form

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LESSOR GOVERNMENT

ATTACHMENT B
Lease Number
DTFAWP-07-L-00011

FEDERAL AVIATION ADMINISTRATION
 AGREEMENT FOR
 OPERATION OF AIRPORT TRAFFIC CONTROL TOWER BY THE FAA

THIS AGREEMENT, made this 8th day of May 2007 ~~X2006~~ by and between CITY OF TORRANCE hereafter called the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereafter called the Government, WITNESSETH THAT: WHEREAS, it is in the public interest that the Airport Traffic Control Tower at Torrance Municipal Airport be operated by the Government in accordance with standards established by the Federal Government.

NOW, THEREFORE, for and in consideration of the operation of the Airport Traffic Control Tower at Torrance Municipal Airport by the Government, the Lessor agrees to the following conditions:

1. The Lessor shall provide a control tower structure meeting FAA standards and shall lease tower to the Government.
2. The Lessor shall include in the lease to the Government the use of all traffic control equipment presently available.
3. The Tower structure shall be properly maintained by the Lessor.
4. The Lessor shall pay for all electricity for boundary, flood and obstruction lights, although these lights may be operated by a federal controller in the control tower.
5. All Airport lighting which is essential to safe aircraft operations and which can be controlled from the control tower and all traffic control devices which are designed to be remotely controlled, shall be under the control of the Federal employees in the control tower.
6. The Lessor shall retain the responsibility for the proper functioning of any light or other locally installed device, which is placed at the disposal of Federal Airport Traffic Controllers.
7. The Lessor shall retain the responsibility for the proper functioning of the apparatus necessary for traffic control, which is not otherwise operated by the Government.
8. The Lessor shall advise the Manager of the Airport Traffic Control Tower of any portions of the field which may be unsafe for normal use by aircraft and shall properly mark such areas.
9. The Lessor shall assume the responsibility for any conditions on the airport, which are not subject to the control of a Federal Airport Traffic Controller on duty in the tower.
10. The Government shall have complete control over the operation of the control tower at all times and shall not be subject to the direction or supervision of the Lessor in that respect.
11. The Lessor shall notify the Manager of the Airport Traffic Control Tower or his representative before any maintenance or construction in accordance with a schedule, which has been approved by the Manager, Airport Traffic Control Tower.
12. Insofar as the Government is concerned from a traffic standpoint, the Lessor may reserve any portion of the landing area for any reason that it may deem proper or sufficient for as long as a period as the Lessor desires, provided that any such area shall be just as properly marked off and notice given of the change in available landing area just as might be done when a portion of the landing area is marked off for maintenance or construction.

INITIALS: [Signature] + [Signature]
 LESSOR GOVERNMENT

54-1575b

Providing that this section shall not be deemed to affect any provision contained in any contract previously entered into between the City of Torrance and the United States Government concerning the use of said landing area.

- 13. The Lessor shall, as a protection to the proper operation of the Airport Traffic Control Tower by the FAA, prohibit and refrain from the erection or construction of any structures or improvements which may interfere with the visibility of the Controller line of sight to all traffic patterns, approaches, runways, taxiways, operational portions of the aprons, and other operational areas necessary for the control of ground and air traffic.
- 14. The Lessor, upon request from the Government, agrees to provide two-way ground control communications equipment at FAA's assigned ground control frequency in its maintenance and emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said airport.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

LESSOR


 (Signature)

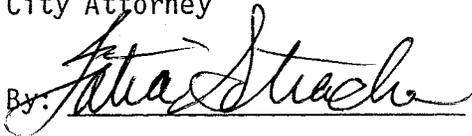
FRANK SCOTTO, City Mayor
 (Official Title)

ATTEST:

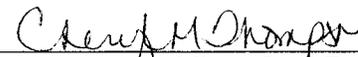

SUE HERBERS, City Clerk

Approved as to form:

JOHN L. FELLOWS III
 City Attorney

By: 

THE UNITED STATES OF AMERICA
 DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION

By: 
 Contracting Officer, Real Estate &
 Utilities Team, AWP-54B

Date: SEP 17 2007

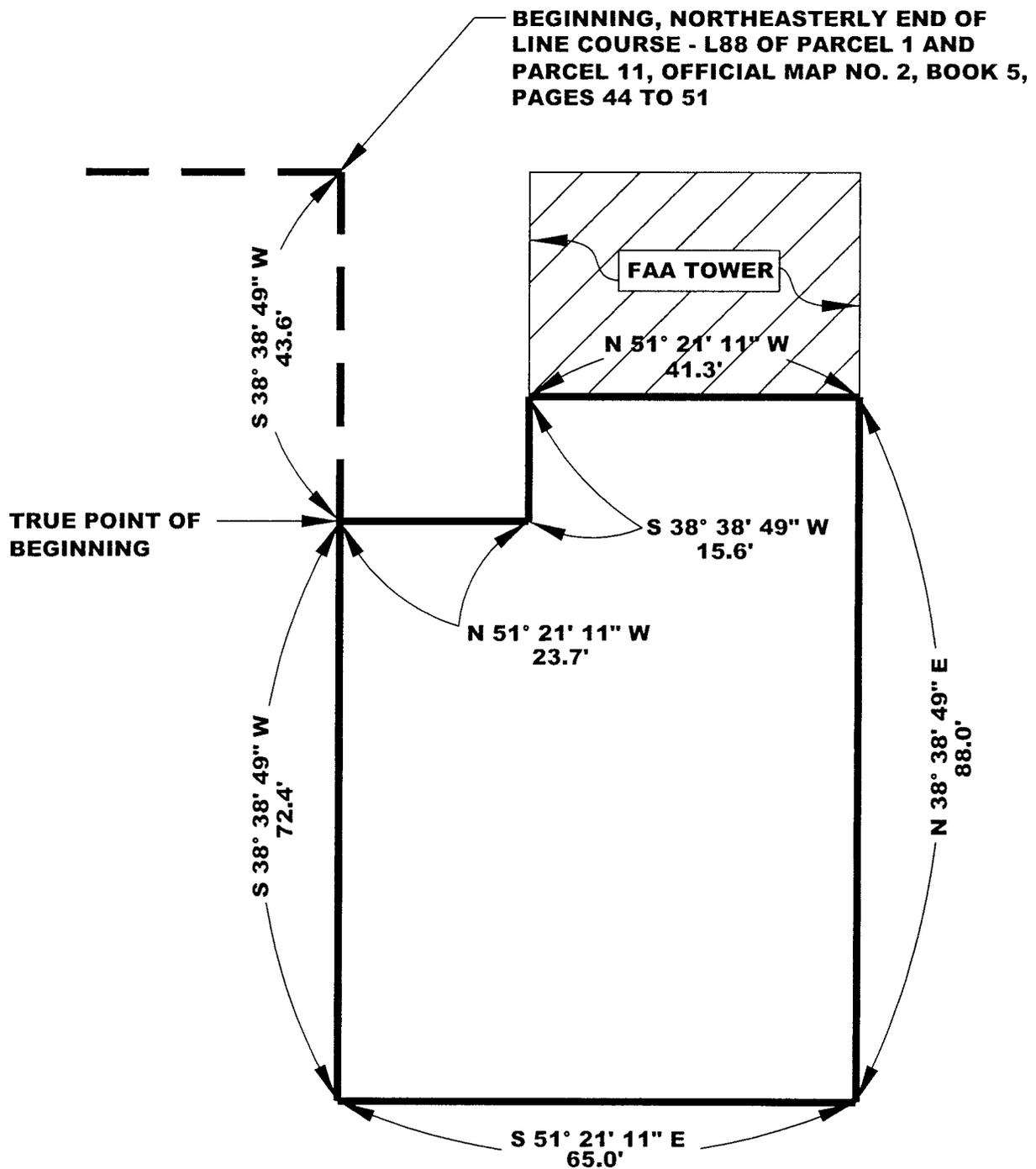
U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT 001	DATE
TO LEASE NO. DTFAWP-07-L-00011		
ADDRESS OF PREMISES 25311 Aero Way, Torrance, California 90505		
THIS AGREEMENT, made and entered into this date by and between City of Torrance, 3031 Torrance Blvd., Torrance, California 90503 whose address is		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows: Paragraph 2 is deleted and amended as follows		
<ol style="list-style-type: none"> 2. DESCRIPTION (10/96) – The Lessor hereby leases to the GOVERNMENT the following described premises: Approximately 2,380 square feet of space in the Air Traffic Control Tower Municipal Airport, 3115 Airport Drive, Torrance, California 90505. Legal description to be included as attached Exhibit 1 allowing the Government to install a wrought iron security fence around the perimeter of the tower. 		
And paragraphs 9-13 are added as follows:		
<ol style="list-style-type: none"> 9. HAZARDOUS SUBSTANCE CONTAMINATION (05/00) The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the security fence. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the leased premises not directly attributable to the installation, operation and/or maintenance of the security fence. 10. Wrought iron security fence will be constructed and maintained at the sole cost of the FAA 11. Wrought iron security fence will be constructed with materials approved by the Lessor. 12. Lessor will remove and will not replace the trees on the exterior side of the proposed wrought iron perimeter fence that are within the 20-foot clear zone area, per letter from the City of Torrance, dated October 29, 2007. 13. Lessor will ensure that the 20-foot clear zone on the exterior side of the proposed wrought iron perimeter fence will remain clear of all obstructions that would allow unauthorized climbing or gain access over the FAA's perimeter fence (such as trees, large shrubs, small buildings/structures, etc.) 		
All other terms and conditions of the lease shall remain in force and effect.		
<i>Important:</i> Lessor <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required to sign this document and return <u>3</u> copies to the issuing office. Return receipt requested.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR:		
BY _____ (Signature)	_____ (Title)	
IN THE PRESENCE OF (witnessed by:)		
_____ (Signature)	_____ (Address)	
UNITED STATES OF AMERICA		
BY _____ (Signature)	_____ Contracting Officer (Official Title)	

Description of parking lot near FAA tower, Zamperini Field Torrance

A portion of parcel 1 and parcel 11, Official Map No. 2 as filed in book 5, pages 44-51, inclusive, in the City of Torrance, County of Los Angeles, State of California more particularly described as:

Beginning at the northeasterly end of line-course L88 as shown on said Official Map, thence south $38^{\circ} 38' 49''$ west along said line-course L88 43.6 feet to the true point of beginning, thence south westerly along said line-course L88 and its prolongation 72.4 feet, thence south $51^{\circ} 21' 11''$ east 65 feet, thence north $38^{\circ} 38' 49''$ east 88 feet, thence north $51^{\circ} 21' 11''$ west 41.3 feet, thence south $38^{\circ} 38' 49''$ west 15.6 feet, thence north $51^{\circ} 21' 11''$ west 23.7 feet to the true point of beginning.

TOWER PARKING AREA



**PERIMETER= 306.0 L.F.
AREA= 5,350.28 S.F.**

OFFICE OF THE
CITY MANAGERDOCUMENT TRANSMITTAL

08 MAR -4 PM 2: 57

DATE: September 12, 2007

TO: Brian Sunshine

CC: Robert Beste, ~~Bruce Bornemann~~ *Key*

SUBJECT: Description of Parking lot for Airport tower

Enclosed are the following documents:

1. Description of parking lot
2. Plot of parking area

- | | |
|---|--|
| <input type="checkbox"/> For your information | <input type="checkbox"/> Original documents requiring your signature |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Fully executed contracts |
| <input type="checkbox"/> Per your request | <input type="checkbox"/> Draft document for your review & comment |
| <input type="checkbox"/> Please review and call | <input type="checkbox"/> For your files and approval |
| <input type="checkbox"/> Please make changes and return | |

By *David L. Ringland*
 David L. Ringland, Project Manager
 City of Torrance, Public Works Dept.
 20500 Madrona Avenue
 Torrance, CA 90503
 (310) 618-3073

Enclosures

:transmittal